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11 UNITED STATES DISTRICT COURT
12 DISTRICT OF NEVADA
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14 MATTHEW FRANK STOCK, an
15 individual,

16 Plaintiff,

17 vs.

18 NV ENERGY, INC., a corporation,
19 Defendant.

Case No. 3:12-cv-00389-RCJ-VPC

STIPULATED PROTECTIVE ORDER

20 In order to protect the confidentiality of confidential information obtained by the parties in
21 connection with this case, the parties hereby agree as follows:

22 1. Any party or non-party may designate as "confidential" (by stamping the relevant
23 page or otherwise set forth herein) any document or response to discovery which that party or non-
24 party considers in good faith to contain information involving personal information, medical
25 information, trade secrets, or confidential business or financial information, subject to protection
26 under the Federal Rules of Civil Procedure or Nevada law ("Confidential Information"). Where a
27 document or response consists of more than one page, the first page and each page on which
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1 confidential information appears shall be so designated.

2 2. A party or non-party may designate information disclosed during a deposition or in
3 response to written discovery as "confidential" by so indicating in said response or on the record at
4 the deposition and requesting the preparation of a separate transcript of such material. Additionally
5 a party or non-party may designate in writing, within twenty (20) days after receipt of said response
6 or of the deposition transcript for which the designation is proposed, that specific pages of the
7 transcript and/or specific responses be treated as "confidential" information. Any other party may
8 object to such proposal, in writing or on the record. Upon such objection, the parties shall follow the
9 procedures described in paragraph 8 below, and counsel for all parties shall be responsible for
10 marking all previously unmarked copies of the designated material in their possession or control
11 with the specific designation.

12 3. All information produced or exchanged in the course of this case (other than
13 information that is publicly available) shall be used by the party or parties to whom the information
14 is produced solely for the purpose of this case.

15 4. Except with the prior written consent of other parties, or upon prior order of this
16 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed to
17 any person other than:

18 (a) counsel for the respective parties to this litigation, including in-house counsel
19 and co-counsel retained for this litigation;

20 (b) employees of such counsel;

21 (c) individual defendants, class representatives, any officer or employee of a
22 party, to the extent deemed necessary by Counsel for the prosecution or defense of this litigation;

23 (d) consultants or expert witnesses retained for the prosecution or defense of this
24 litigation, provided that each such person shall execute a copy of the Certification annexed to this
25 Order as Exhibit "A" (which shall be retained by counsel to the party so disclosing the Confidential
26 Information and made available for inspection by opposing counsel during the pendency or after the
27 termination of the action only upon good cause shown and upon order of the Court) before being
28 shown or given any Confidential Information;

- 1 (e) any authors or recipients of the Confidential Information;
- 2 (f) the Court, Court personnel, and court reporters; and
- 3 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall
- 4 sign the Certification before being shown a confidential document. Confidential Information may be
- 5 disclosed to a witness who will not sign the Certification only in a deposition at which the party who
- 6 designated the Confidential Information is represented or has been given notice that Confidential
- 7 Information shall be designated "Confidential" pursuant to paragraph 2 above. Witnesses shown
- 8 Confidential Information shall not be allowed to retain copies.

9 5. Any persons receiving Confidential Information shall not reveal or discuss such

10 information to or with any person who is not entitled to receive such information, except as set forth

11 herein.

12 6. No party or non-party shall file or submit for filing as part of the court record any

13 documents under seal without first obtaining leave of court. Notwithstanding any agreement among

14 the parties, the party seeking to file a paper under seal bears the burden of overcoming the

15 presumption in favor of public access to papers filed in court.

16 7. A party may designate as "Confidential" documents or discovery materials produced

17 by a non-party by providing written notice to all parties of the relevant document numbers or other

18 identification within thirty (30) days after receiving such documents or discovery materials. Any

19 party or non-party may voluntarily disclose to others without restriction any information designated

20 by that party or non-party as confidential, although a document may lose its confidential status if it is

21 made public.

22 8. If a party contends that any material is not entitled to confidential treatment, such

23 party may at any time give written notice to the party or non-party who designated the material. The

24 party or non-party who designated the material shall have twenty-five (25) days from the receipt of

25 such written notice to apply to the Court for an order designating the material as confidential. The

26 party or non-party seeking the order has the burden of establishing that the document is entitled to

27 protection.

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1 9. Notwithstanding any challenge to the designation of material as Confidential
2 Information, all documents shall be treated as such and shall be subject to the provisions hereof
3 unless and until one of the following occurs:

4 (a) the party or non-party who claims that the material is Confidential
5 Information withdraws such designation in writing; or

6 (b) the party or non-party who claims that the material is Confidential
7 Information fails to apply to the Court for an order designating the material confidential within the
8 time period specified above after receipt of a written challenge to such designation; or

9 (c) the Court rules the material is not confidential.

10 10. All provisions of this Order restricting the communication or use of Confidential
11 Information shall continue to be binding after the conclusion of this action, unless otherwise agreed
12 or ordered. Upon conclusion of this litigation, a party in the possession of Confidential Information,
13 other than that which is contained in pleadings, correspondence, and deposition transcripts, shall
14 either (a) return such documents no later than thirty (30) days after conclusion of this action to
15 counsel for the party or non-party who provided such information, or (b) destroy such documents
16 within the time period upon consent of the party who provided the information and certify in writing
17 within thirty (30) days that the documents have been destroyed.

18 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use
19 of documents at trial.

20 12. Nothing herein shall be deemed to waive any applicable privilege or work product
21 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
22 protected by privilege or work product protection.

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1 13. Any witness or other person, firm or entity from which discovery is sought may be
2 informed of and may obtain the protection of this Order by written advice to the parties' respective
3 counsel or by oral advice at the time of any deposition or similar proceeding.

4 Dated: October 10, 2012.

By: /s/Karyn M. Taylor/s/

KARYN M. TAYLOR, ESQ.
NEIL ALEXANDER, ESQ.

Attorneys for Defendant
NV ENERGY

8 Dated: October 10, 2012.

By: /s/Brian M. Carter/s/

BRIAN M. CARTER, ESQ.
MARK H. GUNDERSON, ESQ.
CATHERINE A. REICHENBERG, ESQ.

Attorneys for Plaintiff
MATTHEW FRANK STOCK

14 IT IS SO ORDERED.

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16 UNITED STATES MAGISTRATE JUDGE

17 DATED: October 15, 2012
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Certification

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____, in Matthew Frank Stock v. NV Energy, Civil No. 3:12-cv-00389-RCJ-VPC. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

Dated: _____
